**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM AGREEMENT**
**BETWEEN**
**MISSOURI DEPARTMENT OF SOCIAL SERVICES**
**FAMILY SUPPORT DIVISION**
**And**
**HOME ENERGY SUPPLIER**

1. This Agreement, made by and between the Department of Social Services, Family Support Division (hereinafter referred to as the "state agency") and Energy Supplier stated below, ("hereinafter referred to as the "Supplier") shall be as follows:

_____
(Name of Company)

Pursuant to Missouri's Low Income Home Energy Assistance Program (LIHEAP) under Title XXVI of the Omnibus Budget Reconciliation Act of 1981 (PL 97-35) as amended by the Title VI of the Human Services Reauthorization Acts of 1984 (PL 98-558), of 1986 (PL 99-425), of 1990 (PL 101-501), 1994 (PL 103-252) and 1998 (PL 105-258) shall be as follows:

2. The contract period shall be effective October 1, 2009 through September 30, 2010. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department of Social Services, Family Support Division shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the state agency exercises such right, all terms and conditions, requirement and specification of the contract, shall remain the same and apply during renewal periods. This agreement shall become effective upon signature by authorized representatives of the "Supplier" and the "state agency" and shall apply to home energy fuels delivered or provided to eligible customers under LIHEAP in accordance with the following program periods:

   a. Natural Gas and Electricity – home heating energy consumed beginning on or after October 1st of each year and ending no later than the end of the first billing cycle for an eligible customer after March 31st of each year.
   b. Fuel Oil and Tank Propane – home heating energy delivered to an eligible customer beginning on or after July 1st, of each year and ending no later than March 31st of each year.

3. Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the state agency prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

4. This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein.

5. The "state agency", in carrying out its responsibility to administer the Energy Assistance Program under LIHEAP, shall provide the "Supplier" with a weekly listing of eligible customers (Client Eligibility Listing, or CEL) who have designated the company as their primary home heating fuel supplier. These listings shall include at least the following data elements:

   a. Complete name of eligible customer.
   b. Complete address of eligible customer.
   c. Customer account number provided on the "Supplier's" billing information.
   d. Amount of payment to be made by the "Division" on behalf of each eligible customer whose name appears on the listing.
   e. Social Security Number of the customer supplied by the "Division".

6. The "state agency" agrees to secure from each eligible customer and from its agents or contractors, written authorization for the release of information concerning the eligible customer's account with the "Supplier".

7. The “Supplier” shall require any of its districts, regional or local companies who provide services to eligible customers in Missouri, to comply with all provisions of this agreement. The “Supplier” must provide, in writing at the time this agreement is executed, the complete name and address of any sub-suppliers who will be involved under the terms of this agreement.

8. As conditions for receiving payment for its eligible customers under Missouri’s Low Income Home Energy Assistance Program, the “Supplier”:

   a. Should not discriminate with regard to the terms or conditions of the sale, availability of credit, delivery or price of home energy fuels offered to eligible customers in relation to its other residential customers;
   b. Shall return Client Eligibility Listings (CEL's) to the “Division” within **fifteen (15) calendar days** after they are received, indicating whether or not the LIHEAP payment to be made on behalf of the eligible customer will be accepted by the “Supplier”. If the “Supplier” notifies the “state agency” that they will not accept payment on behalf of a particular eligible customer for reasons other than those stipulated in this agreement, payment will automatically be made to the eligible customer. If the “Supplier” **fails to return** a client eligibility listing within the fifteen (15) day timeframe, **direct payments** will be made to **all customers** who appeared on said listing;
   c. Shall accept the LIHEAP payment to be made on behalf of an eligible customer; and not use any portion of the LIHEAP payment made on behalf of the eligible customer for reimbursement of fees charged by collection agencies;
   d. Shall credit, through normal billing process, the full amount of the LIHEAP payment received to an eligible customer’s account. The “Supplier” may apply any portion of the received LIHEAP payment to an eligible customer’s previous account balance, provided the requirements of this contract are observed by the “Supplier” after the LIHEAP payment is applied to the eligible customer’s previous account balance;
   e. Should make an effort to offer eligible customers, on whose behalf the “state agency” has made payment, a deferred payment plan for any balance due on their account that exceeds the amount made by the “state agency”; consider continued provision of home energy fuel to the eligible customer who maintains their deferred payment plan that was negotiated for the duration of this contract;
   f. Shall provide home energy fuels in the amount at least equivalent to the amount of payment made by the “state agency” on behalf of the eligible customer; restore and/or continue service during the service period covered by the payment for at least 30 days from the date of pledge made on behalf of the eligible customer for whom the “Supplier” has agreed to accept the “state agency” payment;
   g. Should consider waiving deposits, name change or late payment fees for an eligible customer whom the “Supplier” agrees to accept a LIHEAP payment for;
   h. Shall not transfer any portion of the LIHEAP payment made on behalf of an eligible customer to any other customer’s account;
   i. Should notify each eligible customer in writing of the amount of any credit balance remaining on their account as a result of the LIHEAP payment, no later than the end of the first billing cycle for the eligible customer after March 31st of each year or no later than the next regular billing cycle for the customer on whose behalf the LIHEAP payment is received after March 31st of each year.
   j. Shall refund any credit balance remaining on an eligible customer’s account directly to the customer, when the customer voluntarily terminates service with the “Supplier” or leaves the “Supplier’s” designated service area, no later than 60 days after their final billing statement.
      In the event an eligible customer moves from a rental property, where Energy Assistance funds were utilized to fill a propane tank, the fuel must remain in the tank belonging to the landlord of the rented property. Credits will not be issued to the eligible customer in these circumstances. In the event that the designated customer dies during the program coverage period and the credit balance on their account is not used by a surviving spouse at the same address, it will be refunded to the “state agency”. Any credit balances that cannot be utilized under the terms of this contract will be refunded to the “state agency” no later than September 30th of each year.
   k. Shall not accept the LIHEAP payment on behalf of the customers with the following account status:

      a. <u>Inactive Account</u> (Natural Gas and Electric)-an account on which service was terminated prior to October 1st of each year or later and the “Supplier” does not agree to restore or continue service to this customer under the provisions of this agreement;
      b. <u>Inactive Account</u> (Fuel Oil and Tank Propane)-an account on which no purchases of home heating fuel were made in the six (6) month period immediately preceding October 1st of each year;
      c. <u>Non-Heat Account</u> (EA program only)-an account which the “Supplier” can identify via actual usage patterns or other means, as not being utilized as the primary source of home heating;

d. Commercial Account an account identified by the "Supplier" via rate structures or other means, as generally being utilized by a commercial business;
e. Not Our Customer an account which the "Supplier" is unable to identify via existing records as being a customer of the company;
f. Invalid Account Number an account which the "Supplier" is unable to identify via existing records the customer account number;
g. Needs Additional Payment an account on which the "Supplier" needs additional funds to restore and continue services;
h. Negative Customer Response an account which the "Supplier" is able to verify the customer failed to call and make an appointment to restore services.

l. Must utilize the identifying information below concerning eligible customers served when corresponding with the "state agency":

a. Complete name of eligible customer (head of household).
b. Complete address of eligible customer.
c. Customer account number of eligible household.
d. Social security number of the customer supplied by the "Division".

9. The "state agency" agrees, provided the "Supplier" returns client eligibility listings within the time frames set forth in this agreement, to provide payment to the "Supplier" within fifteen (15) calendar days for those customers whom the "Supplier" has agreed to accept payment.

10. If funds for payment of home energy costs of eligible customers are not sufficient to permit the "state agency" to reimburse the "Supplier" in accordance with the payment maximums specified in Appendix A, the "state agency" will prorate payments to the "Supplier" on the basis of the total obligations for energy costs of all eligible customers in Missouri and the amount of funding available to meet these obligations. This procedure would be utilized until all available funding for the payment of energy costs of eligible customers has been expended.

11. The "state agency" is required to perform a review of actual usage data of eligible customers served during the program year. The "state agency" will provide a report to randomly selected "Suppliers" at the end of the regular heating season. The "Supplier" shall submit to the "Division" actual usage data for each eligible customer for each billing cycle or calendar month of the pertinent period set forth under the program period defined in this agreement. Actual usage data submitted shall include:

a. The complete name and address of each eligible customer.
b. The customer's account number.
c. The Social Security Number of each customer.
d. The number of units of home heating fuel consumed during each billing cycle or calendar month of the appropriate program coverage period defined in this agreement.
e. The total actual costs for the number of units of home heating fuel consumed by each eligible customer during each billing cycle or calendar month of the program coverage period.
f. The amount of any credit balance remaining on the account of an eligible customer at the end of the first billing cycle for an eligible customer after March 31st of each year.
g. The amount of an eligible customer's outstanding account balance at the time the "Supplier" agreed to accept the LIHEAP payment if the "Supplier" used the payment in accordance with this agreement.

12. The "state agency" agrees that any information provided by the "Supplier" on the account of an eligible customer shall be used solely for the purpose of administering LIHEAP and for no other purposes, and shall obtain the same agreement from any of its agents and contractors.

13. The "Supplier" agrees to restrict utilization of any information related to eligible customers of LIHEAP and not use or disclose any information related to its eligible customers to any parties except the "state agency", the "state agency's" agents or contractors, and comply with all applicable state and federal laws dealing with privacy and confidentiality, and if determined to be out of compliance, this agreement shall immediately be declared null and void.

14. The "Supplier" shall ensure that all persons in its employ authorized to have access to and/or use information obtained from the "state agency", as described in this agreement, understand these conditions, and in the case of information obtained electronically or by using the web-based access, attest to such understanding in

writing by signing a DSS/FSD security access and confidentiality agreement form. Availability of this information must be strictly limited to employees with a "need to know" and must not, under any circumstances, be shared with anyone else. If determined to be out of compliance, access will be denied and this agreement shall be declared null and void.

15. The "Supplier" agrees to maintain and upon request of the "state agency", permit authorized representatives of the Department of Social Services, the "state agency" and such other Federal or State agencies as may require such information, to have access to such records as may be necessary to confirm the "Supplier's" compliance with the provisions of this agreement. The "Supplier" agrees to retain all books, records, and other documents relevant to this agreement for a minimum of five (5) years or until litigation, claim, negotiation, audit, or other action involving the records that was initiated prior to the expiration of this five (5) year period has been completed.

16. Termination of this contract may occur, by either party by terminating its duties under this agreement upon provision of thirty (30) days written notice to the other, except that the duties of Section 8J, 11 through 13 and 15 shall survive.

    a. It is understood and agreed upon that in the event funds and/or appropriation authority from local, state, and federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services, as determined by the state agency, the obligation of each party hereunder shall thereupon be terminated immediately upon receipt of written notice from the state agency;
    b. It is further understood and agreed that either party at any time, may with cause related to adequacy of performance, terminate this contract immediately by written notice. Any written notification shall be effective upon deposit in the mail; and
    c. When a contract is terminated for cause, the Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.

17. The Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

    a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
    b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
    c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

18. Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

19. Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

20. Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

21. Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

22. Confidentiality - The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

23. Federal Funds Requirements **-** The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

23.1 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments, applicable implementing regulations, and all other laws, regulations, and policies authorizing or governing the use of any federal funds paid to the contractor through the contract:

a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations.
b. Cost Principles - A-87 - State/Local Governments; A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E – Hospitals.

24. Steven's Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

a. The percentage of the total costs of the program or project which will be financed with Federal money;
b. The dollar amount of Federal funds for the project or program; and
c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

25. The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.

26. The contractor shall comply with the requirements of OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency at the address used for invoicing each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.

27. The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

28. The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

29. The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

30. Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity. These include but are not limited to:

    a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
    b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
    c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
    d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
    e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
    f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
    g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements; and
    h. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

31. Authorized Personnel:

    a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

    b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

    c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

    d. If the contractor meets the definition of a business entity as defined in 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor’s business status changes during the life of the contract to become a business entity as

defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:

1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

32. Debarment Certification – The offeror by signing the signature page of this original document and any amendment signature page(s) that the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., Exhibit A with the proposal. This document must be satisfactorily completed prior to award of the contract.

33. Filing and payment of taxes – The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in Chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with Chapter 144, RSMo may eliminate their proposal from consideration for award.

34. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

35. Employee Bidding/Conflict of Interest Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information:

| | | |
|---|---|---|
| Name of State Employee, General Assembly Member, or Statewide Elected Official: | | |
| | In what office/agency are they employed? | |
| | Employment Title: | |
| Percentage of ownership interest in offeror's organization: | | _____ % |

36. Outside United States **-** If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

| | | |
|---|---|---|
| Are products and/or services being manufactured or performed at sites outside the United States? | Yes ____ | No ____ |
| Describe and provide details: | | |

37. Business Compliance – The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the state agency. The compliance to conduct business in the state shall include, but not necessarily be limited to:

a. Registration of business name (if applicable):
b. Certificate of authority to transact business/certificate of good standing (if applicable);
c. Taxes (e.g., city/county/state/federal);
d. State and local certifications (e.g., professions/occupations/activities);
e. Licenses and permits (e.g., city/county license, sales permits); and
f. Insurance (e.g., worker's compensation/unemployment compensation).

38. In the event the Contractor contracts with any other party to effectuate the terms of this contract, the contract between the Contractor and said other party, shall incorporate by reference and specify that said other party is currently in compliance with this contract.

39. DEFINITIONS:

***Credit Balance*** – any surplus of funds remaining on the account of an eligible customer at the conclusion of the appropriate program period defined in the agreement which was created as the result of the LIHEAP payment to the "Supplier".

***Eligible Customer*** – a household that has made application for assistance under LIHEAP, that has been determined by the "Division" (or as the "Division's" agency or contractors) to be eligible for benefits, and has been accepted by the "Supplier" as an active account.

***Home Heating Fuels*** – for purpose of the Energy Assistance Program, includes fuel oil, tank propane, natural gas, or electricity utilized as the source of heating for a residential dwelling occupied by an eligible customer. Cylinder propane qualifies as a primary home heating fuel but payment is always made directly to the customer in these situations. If a cylinder propane user is incorrectly entered as a tank propane user by the "Division", the "Supplier" should not accept payment on behalf of this customer. This customer should be coded as a non-heat account on the Client Eligibility Statement.

***Payment*** – a "line of credit" payment to the "Supplier" equal to the maximum subsidy per eligible customer as set forth in Appendix A of this agreement.

This agreement and any attachments thereto set forth all promises, agreements, and understandings between the "Division" and the "Supplier". No alterations, modifications, or amendments of this agreement shall be binding upon either party unless it has been reduced to writing and properly executed by authorized representatives of both parties to the agreement. In witness thereof, the "Division" and the "Supplier" hereby execute this agreement.

| | |
|---|---|
| _____ | _____ |
| Authorized Representative of "Supplier" | Director, Family Support Division |
| _____ | _____ |
| Date | Date |

**PLEASE COMPLETE THE INFORMATION BELOW AND RETURN WITH THE SIGNED AGREEMENT. THE DIVISION WILL COMPLETE THE LAST LINE AND RETURN WITH THE "SUPPLIER" COPY OF THE SIGNED AGREEMENT.**

***Please attach a complete listing of all your branch offices, including their names, address, telephone and fax numbers and current e-mail addresses.***

COMPANY NAME_____

COMPANY MAILING ADDRESS_____

_____

CITY_____ STATE_____ ZIP CODE_____

COUNTY_____

TELEPHONE NUMBER (_____)_____

FAX NUMBER (_____)_____

E-MAIL ADDRESS_____

TYPES OF FUEL PROVIDED_____

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**For State Office Use Only:**

***Supplier Number Assigned:*** _____

| HOUSEHOLD SIZE | MONTHLY INCOME AMOUNTS | | | | | |
|---|---|---|---|---|---|---|
| | A 0%-25% | B 26%-50% | C 51%-75% | D 76%-100% | E 101%-125% | F 126%-135% |
| 1 | 0-226 | 227-451 | 452-677 | 678-903 | 904-1,128 | 1,129-1,218 |
| 2 | 0-304 | 305-607 | 608-911 | 912-1,214 | 1,215-1,518 | 1,519-1,639 |
| 3 | 0-381 | 382-763 | 764-1,144 | 1,145-1,526 | 1,527-1,907 | 1,908-2,060 |
| 4 | 0-459 | 460-919 | 920-1,378 | 1,379-1,838 | 1,839-2,297 | 2,298-2,481 |
| 5 | 0-537 | 538-1,075 | 1,076-1,612 | 1,613-2,149 | 2,150-2,686 | 2,687-2,901 |
| 6 | 0-615 | 616-1,230 | 1,231-1,846 | 1,847-2,461 | 2,462-3,076 | 3,077-3,322 |
| 7 | 0-693 | 694-1,386 | 1,387-2,079 | 2,080-2,773 | 2,774-3,466 | 3,467-3,743 |
| 8 | 0-771 | 772-1,542 | 1,543-2,313 | 2,314-3,084 | 3,085-3,855 | 3,856-4,164 |
| 9 | 0-849 | 850-1,698 | 1,699-2,547 | 2,548-3,396 | 3,397-4,245 | 4,246-4,584 |
| 10 | 0-927 | 928-1,854 | 1,855-2,781 | 2,782-3,708 | 3,709-4,634 | 4,635-5,005 |
| 11 | 0-1,005 | 1,006-2,010 | 2,011-3,014 | 3,015-4,019 | 4,020-5,024 | 5,025-5,426 |
| 12 | 0-1,083 | 1,084-2,165 | 2,166-3,248 | 3,249-4,331 | 4,332-5,414 | 5,415-5,847 |
| 13 | 0-1,161 | 1,162-2,321 | 2,322-3,482 | 3,483-4,643 | 4,644-5,803 | 5,804-6,267 |
| 14 | 0-1,239 | 1,240-2,477 | 2,478-3,716 | 3,717-4,954 | 4,955-6,193 | 6,194-6,688 |
| 15 | 0-1,316 | 1,317-2,633 | 2,634-3,949 | 3,950-5,266 | 5,267-6,582 | 6,583-7,109 |
| 16 | 0-1,394 | 1,395-2,789 | 2,790-4,183 | 4,184-5,578 | 5,579-6,972 | 6,973-7,530 |
| 17 | 0-1,472 | 1,473-2,945 | 2,946-4,417 | 4,418-5,889 | 5,890-7,361 | 7,362-7,950 |
| 18 | 0-1,550 | 1,551-3,100 | 3,101-4,651 | 4,652-6,201 | 6,202-7,751 | 7,752-8,371 |
| 19 | 0-1,628 | 1,629-3,256 | 3,257-4,884 | 4,885-6,513 | 6,514-8,141 | 8,142-8,792 |
| 20 | 0-1,706 | 1,707-3,412 | 3,413-5,118 | 5,119-6,824 | 6,825-8,530 | 8,531-9,213 |

| FUEL TYPE | A | B | C | D | E | F |
|---|---|---|---|---|---|---|
| 1. NATURAL GAS | $217 | $204 | $190 | $176 | $162 | $149 |
| 2. TANK PROPANE | $330 | $303 | $275 | $248 | $220 | $193 |
| 3. ELECTRIC | $212 | $198 | $184 | $171 | $157 | $143 |
| 4. FUEL OIL | $217 | $204 | $190 | $176 | $162 | $149 |
| 5. WOOD | $146 | $132 | $118 | $105 | $ 91 | $ 77 |
| 6. KEROSENE | $102 | $ 88 | $ 74 | $ 61 | $ 47 | $ 33 |
| 7. CYL. PROPANE | $118 | $105 | $ 91 | $ 77 | $ 63 | $ 50 |

**Missouri Department of Social Services, Family Support Division** **Exhibit A**
**Low Income Home Energy Assistance Program (LIHEAP)**
**Heating and/or Cooling Assistance October 1, 2009, thru September 30, 2010, Application**

**PLEASE READ THE ENCLOSED INSTRUCTIONS CAREFULLY.**
**ONLY COMPLETE AND SUBMIT ONE APPLICATION.**
**PLEASE CONTINUE TO PAY YOUR ENERGY BILL.**

**AGENCY USE ONLY**

**DATE STAMP**

| | |
|---|---|
| Address: | Email Address: |
| City: Zip: | Phone Number: |
| County: | Cell Phone Number: |

**HOUSEHOLD MEMBERS:**

**List all persons living in your home, starting with self. Attach additional list if more than six (6).**

| Name | Social Security No. | Birth Date | Relationship | Sex (M/F) | Race | US Citizen (yes/no) |
|---|---|---|---|---|---|---|
| | | | SELF | | | |
| | | | SPOUSE | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Do you have a disconnect notice? (yes/no) _____ Is your energy source currently shut off? (yes/no)_____

Do you own or are you buying your home? (yes/no) _____ Has the home been weatherized? (yes/no) _____ _____

What is the **MAIN (Primary)** heating source of your home? ↑Natural Gas ↑Electric Kerosene ↑Fuel Oil ↑Tank Propane ↑Cylinder Propane ↑Wood

**Main Energy Supplier Name:**_____City: _____

What name appears on the energy bill? _____ Account Number: _____

What is the **OTHER (Secondary)** energy source of your home?↑Natural Gas ↑Electric Kerosene ↑Fuel Oil ↑Tank Propane ↑Cylinder Propane ↑Wood

**Other Energy Supplier Name:** _____City: _____

What name appears on the energy bill? _____ Account Number: _____

If you do not pay your fuel supplier/energy source directly, how is this paid? (Mark Boxes Below)

↑Billed separately by landlord ↑Costs included in rent – Heating? (yes/no)_____ Cooling? (yes/no) _____

↑Rent subsidized housing/Section 8. Heat Included.

If your utilities are included in your rent or your landlord bills you separate from your rent, please provide landlord information.

Landlord Name:

**INCOME INFORMATION**

If there are persons listed on the first page that are NOT receiving Food Stamps, you must provide income documentation.
Does anyone listed in household have income from a job? (yes/no) _____
If yes, please list information for EACH household member below and attach copies of last month's wage stubs.

| NAME | EMPLOYER | DATE EMPLOYED | HOW OFTEN PAID | GROSS PAY |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

Did any household member pay child support last month to someone outside the home? (yes/no) _____

If yes, how much? $_____ Child Support Case Number:_____

Does any household member have income from self-employment? (yes/no) _____

If yes, please send a copy of most recent federal income tax forms (Form 1040) for each person with self-employment.

Does any household member listed have unearned income? (yes/no) _____

If yes, please fill out below and attach proof of this income. Attach additional lists if more room is needed.

| SOURCE | WHO RECEIVED | AMOUNT | HOW OFTEN PAID |
|---|---|---|---|
| Social Security | | | |
| Supp Security Income (SSI) | | | |
| TANF Grant, SAB, BP, SP, Foster Care | | | |
| Alimony or Child Support Child Support Case Number: | | | |
| Unemployment Comp. | | | |
| Veterans Benefits | | | |
| Pensions | | | |
| Railroad Retirement | | | |
| Rent-Land/Buildings | | | |
| Money from relatives/organizations | | | |
| Armed Forces Allotment | | | |
| Union Funds/Strike Benefits | | | |
| Workers' Compensation or Sick Benefits | | | |
| Other, Specify: | | | |

**RESOURCE INFORMATION.** Complete this section ONLY if household member(s) has one or more of these resources.

| TYPE | HOW MUCH | TYPE | HOW MUCH |
|---|---|---|---|
| Checking: Single/Joint Account | | Stocks/Bonds and Mutual Funds | |
| Savings: Single/Joint Account | | IRA/KEOUGH and Deferred Compensation Plans | |
| Certificates of Deposits (CD) Annuities and Money Mrkts | | | |

I hereby apply for assistance under the LIHEAP laws of the State of Missouri administered by the Department of Social Services (DSS). I declare that the information I have given is true, correct, and complete to the best of my knowledge. I realize that the information which I have given on this application will be subject to verification by the contracted Community Action Agency (CAA). If any household member declared on my application is currently receiving Food Stamps, TANF, or child support, I hereby authorize the contracted CAA to use my Family Support Division (FSD) file to document income and resource eligibility for LIHEAP. I hereby authorize the contracted CAA and FSD to release information relating to my application for LIHEAP to my fuel supplier to determine eligibility. I give permission to DSS to use information provided on this form for purposes of research, evaluation, and analysis of the program. I understand that I may be fined, imprisoned, or both under state or federal law if I make false statement(s) on this application in order to get benefits I am not entitled to receive.

| **SIGNATURE ►** | **DATE►** |
|---|---|

***RETURN THE COMPLETED/SIGNED APPLICATION WITH ATTACHMENTS TO THE CAA SERVING YOUR COUNTY, LISTED AT http://www.communityaction.org/CAA%20Service%20Areas.aspx. PLEASE BE SURE YOU HAVE READ THE ENCLOSED INSTRUCTIONS CAREFULLY BEFORE MAILING.***

## HOW TO APPLY AND WHAT TO SEND WITH YOUR APPLICATION
## ONLY COMPLETE AND SUBMIT ONE APPLICATION

1. Sign and date the application. This is required in order to process your application.

2. Answer every question on the application. Leaving things blank will cause a delay.

3. Include a copy of your last energy bill for the MAIN fuel you use to heat your home. The supplier's name and your account number are necessary for processing.

   **IF YOU HAVE A DISCONNECT NOTICE, INCLUDE IT**: You should also provide any disconnect notice for OTHER fuel you use as back up to your main heat source (space heaters, electricity to make your heater work, etc.). You may be able to get assistance for your OTHER fuel source to avoid being shut off.

4. Provide **copies** of Social Security cards or other verification of Social Security numbers. If you applied last year for energy assistance, or if you are receiving assistance from the Family Support Division, you do not need to provide this information.

5. Provide proof of last month's income for every person living in your home (wage stubs, grant letters or assistance award letters, Social Security award letters, etc.).
   - If you are receiving Food Stamps or TANF, you **DO NOT** need to provide this information. If someone listed in the household is **NOT** on your Food Stamp case, then you will need to send proof of income.
   - If you receive child support, please provide your case number to allow the agency to get the information on that income.

6. Mail the completed application, energy bill(s) and proof of income to the Community Action Agency (CAA) serving your county as soon as possible. Reference the website below to locate the agency serving your county.
   - The sooner the agency receives your application, the sooner it can be processed to determine the amount of your payment, and the payment made.

7. Keep paying your energy bill as you normally would to avoid being shut off or non-delivery of fuel.
   - You will get a letter telling you of the amount of payment that will be sent to your energy supplier or to you if your supplier does not participate, or you heat with wood.

8. If the head of household and/or spouse are over 60 and/or disabled, this application can be sent beginning October 1, 2009. All other applications will be accepted beginning November 1, 2009.

9. If you have any questions or need help in completing this application, call the CAA serving your county. CAA information can be found at http://www.communityaction.org/CAA%20Service%20Areas.aspx.

## FINAL CHECKLIST

- ☐ **ANSWERED ALL QUESTIONS AND LISTED ALL HOUSEHOLD MEMBERS ON APPLICATION**
- ☐ **SIGNED AND DATED THE APPLICATION**
- ☐ **INCLUDED MY MAIN FUEL BILL**
- ☐ **INCLUDED INCOME DOCUMENTATION FOR MEMBERS NOT RECEIVING FOOD STAMPS**
- ☐ **INCLUDED SHUT OFF NOTICE IF MY ACCOUNT IS IN DISCONNECT STATUS**

# EXHIBIT B

## Certification Regarding
## Debarment, Suspension, Ineligibility and Voluntary Exclusion
## Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Name and Title of Authorized Representative

_____ _____
Signature Date

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.